

Amendment No. 1
to
Contract No. NA180000084
for
Supplemental Vehicle Power Supply
between Stealth
Power, LLC and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add additional equipment, IP2X Tahoe CPS SP and service installation fee. Pricing are as follow:

✓ IP2X Tahoe CPS SP	Unit Price	\$5,980.00
✓ IP2X Tahoe Installation Fee	Unit Price	\$495.00

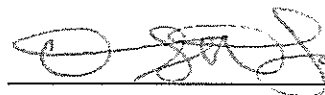
- 2.0 The total Contract amount is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/12/2018 – 04/11/2023	\$4,412,500.00	\$4,412,500.00
Amendment No. 1: Add additional equipment and installation fee	\$0.00	\$4,412,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 11/7/18

Printed Name: SHANNON SENTELL
Authorized Representative
Stealth Power, LLC
3300 Bee Caves Rd Ste 650-216
Austin, TX 78746

Signature & Date:

 11/7/18

Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Stealth Power, LLC
For
Supplemental Vehicle Power Supply**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Stealth Power, LLC ("Contractor"), having offices at 3300 Bee Caves Rd Ste 650-216, Austin, TX 78746.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be David Scott, Phone: (512) 306-0088, Email Address: dscott@stealthpower.net. The City's Contract Manager for the engagement shall be Arletha Guerrero, Phone: (512) 927-3262, Email Address: arletha.guerrero@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform all task as outlined in this document under scope of work - supplemental vehicle supply installations and repair services

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$4,412,500.00 for all fees and expenses.

1. Commercial Offer with Pricing—Systems, Installation and Shipping:

Year	Quantity	Description	Unit Price	Maintenance and Repair	Totals
2018	375	Stealth Power IP2X with Installation, and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$2,312,500.00
2019	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2020	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2021	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2022	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
			Amount (\$)		\$4,412,500.00
			Tax (\$)		Exempt
			Total Quote Price (\$)		\$4,412,500.00

3.2 Economic Price Adjustment.

3.2.1. Price Adjustments. Prices shown in this Contract shall remain firm for the first 12 months period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 Effective Date. Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 Adjustments. A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 Indexes. In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 Base Period. Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 Base Price. Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 Adjusted Price. Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 Change Factor. The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 Weight %. The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2 Adjustment-Request Review. Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2 If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: PPI	
Series ID: 3359113359117	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Southwest	
Description of Series ID: Storage Battery Manufacturing, parts for all storage batteries	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	
Attn:	
Address	
City, State, Zip Code	

3.3.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.6.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.6.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges

may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.7 **Final Payment and Close-Out.**

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 60 months.

4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 This is a 12-month Contract. Prices are firm for the first twelve (12) months.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise

legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or

exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on

any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.6.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with

generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City

harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work

until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Arletha Guerrero, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Stealth Power, LLC

ATTN: David Scott, Contract Manager

330 Bee Caves Rd Ste 650-216

Austin, TX 78746

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the

Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 this contract;

7.29.2 scope of work - supplemental vehicle supply installations and repair services;

7.29.3 price agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

STEALTH POWER, LLC

By: 
Signature

Name: Devin Scott
Printed Name

Title: CEO

Date: 3/9/2018

CITY OF AUSTIN

By: 
Signature


Name: Sai Purcell
Printed Name

Title: Procurement Specialist IV

Date: 3/12/2018

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

STEALTH POWER, LLC

By: 
Signature

Name: Devin Scott
Printed Name

Title: CEO

Date: 3/9/2018

CITY OF AUSTIN

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

List of Exhibits

Exhibit A Non- Discrimination Certification, Section 0800

EXHIBIT A
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

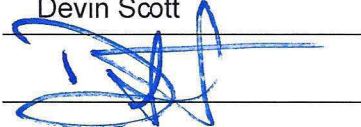
Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-

Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9th day of March, 2018

CONTRACTOR
Authorized
Signature

Devin Scott

CEO

**SCOPE OF WORK
SUPPLEMENTAL VEHICLE POWER
SUPPLY INSTALLATIONS AND REPAIR
SERVICES

FOR

STEALTH POWER / ENERGY XTREME
INDEPENDENCE PACKAGE POWER
SYSTEMS**

1. PURPOSE

This scope of work is to establish a sole source Contract with Stealth Power / Energy Xtreme to provide Original Equipment Manufacturer ("OEM") parts, installation, new equipment and repair services for City of Austin ("City") vehicles and equipment.

2. DEFINITIONS

- 1.1 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 1.2 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 1.3 Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or shall be ordered.
- 1.4 Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 1.5 CTM-Wireless or Radio Shop is the term used to designate the primary City facility where vehicles and equipment are to be installed, repaired or serviced.
- 1.6 Repairs means to return or restore a broken, damaged, or failed part, vehicle, or piece of equipment to an acceptable operating condition or state.
- 1.7 Installation means to install or remove the Stealth Power / Energy Xtreme equipment to or from a vehicle.

2. CONTRACTOR'S RESPONSIBILITIES FOR INSTALLATION AND REPAIR SERVICES

- 2.1 The Contractor shall provide a minimum of two (2) service technicians, fully qualified to work on Stealth Power / Energy Xtreme Independence Package Power Systems. Service technicians shall have minimum of two (2) years hands-on experience within the last five (5) years working on Stealth Power / Energy Xtreme Independence Package Power Systems.
- 2.2 The Contractor shall provide all labor, parts, equipment, materials, tools, supervision, and transportation required to perform the services described herein. Contractor shall perform all services according to the manufacturer's recommended repair techniques and standards.
- 2.3 The Contractor shall perform all installation services at the Wireless Communication Services Department (CTM-Wireless) premises. The Contractor shall perform all repair services on the Contractor's premises.
- 2.4 The Contractor shall transport (pick up and/or return) all unit(s) in need of repair(s) to and/or from the Contractor's repair facility. Unit(s) in need of repair(s) shall be picked up within one (1) working day after notification and returned within one (1) working day after completion of the repair(s).
- 2.5 The Contractor shall respond to the site of the unit needing the equipment removal or repair(s) within one (1) working day to complete the equipment removal or repair(s). The City shall not provide transportation for non-drivable units to the Contractor's premises.
- 2.6 The Contractor shall diagnose the unit for repairs and provide a written cost estimate to the CTM-Wireless Manager or designee within two (2) business days after taking possession of the unit. The written cost estimate shall include:
 - The cause of failure
 - The correction or repair needed
 - Estimated labor hours and cost
 - Description and cost of parts
 - Total cost to complete repair services

- Total amount of time needed to complete repairs
 - Unit identification (either asset tag, or serial number)
- 2.7 The CTM-Wireless Manager or designee will provide written authorization (e.g. email) to proceed with the repairs after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with repairs based on verbal authorizations and assumes all liability and responsibility for repairs performed based on such verbal authorizations.
 - 2.8 The Contractor shall submit a new cost estimate if the cost of the necessary repairs increases from the original cost estimate due to hidden damage. The new cost estimate shall list the additional repairs and costs and shall be submitted in advance to the CTM-Wireless Manager or designee for written (e.g. email) approval for the hidden damage repairs.
 - 2.9 If additional time is required to complete the necessary repairs, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date repairs will be completed. The CTM-Wireless Manager or designee will approve the Contractor's request for extension in writing (e.g. email).
 - 2.10 Upon receipt of the repaired unit, the CTM-Wireless Manager or designee will inspect the repairs for compliance with all contract requirements and to ensure repairs were completed in a satisfactory manner. If, upon inspection, deficiencies are detected, CTM-Wireless Manager or designee will reject repair and the Contractor shall be required to make the necessary adjustments or correct the repairs at its own expense. This includes round trip transportation, if applicable. If corrective work is required, the Contractor shall arrange for pickup of the unit within one (1) business day of notification. Contractor shall complete corrective work within one (1) business day unless the CTM-Wireless Manager or designee in writing (e.g. email) approves additional time.
 - 2.11 The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the CTM-Wireless Manager or designee.
 - 2.12 The Contractor shall provide the parts removed during repair of the unit, for verification purposes upon request by the CTM-Wireless Manager or designee.
 - 2.13 The Contractor shall properly recycle and/or dispose of used and/or depleted power cells or batteries. The Contractor shall provide to CTM-Wireless, upon request, a copy of a standard transportation manifest showing that all used power cells or batteries were properly recycled and/or disposed.
 - 2.14 Upon request, the Contractor shall submit copies of all documentation related to hazardous waste to both the CTM-Wireless Manager and the City's Occupational Health & Safety Specialist.
 - 2.15 The Contractor shall provide a 90-day labor warranty for all repair services to the CTM-Wireless Manager or designee with each delivery.
 - 2.16 Repair/replacement parts warranty period begins when part is installed on a unit and invoice provide to the City. This warranty of defective part shall include pick up and return of defective part, removal and installation of the replacement part, all at no additional cost to the City. A copy of the manufacturer's parts warranty shall be provided to the CTM-Wireless Manager or designee within five (5) calendar days of request by the City.
 - 2.17 The Contractor shall provide, upon request, a monthly and/or yearly total of all repairs performed for the CTM-Wireless. The report shall be in an electronic format that may be sorted or another City preapproved format. The report shall itemize repairs by date, service center that placed the order, type of repair, cost for labor (including hours and rates), description and cost for parts, total cost of repair, and repaired unit identification (either asset tag, or serial number).

3. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 3.1 The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock

orders 95% of the time. The stock level required shall be a two-week supply of inventory, which shall be determined by the City after Contract award. All parts shall be ordered on an as-needed basis.

- 3.2 The Contractor shall warrant that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time.
- 3.3 The Contractor shall provide a copy of the manufacturer's parts warranty to the CTM-Wireless Manager or designee within five (5) calendar days of request by the City.
- 3.4 The Contractor further warrants that the parts supplied under this Contract shall not void existing vehicle/equipment or manufacturer's warranties.
- 3.5 The Contractor shall notify CTM-Wireless Representative or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 3.6 The Contractor shall provide a point of contact for receiving orders from the City.
- 3.7 CTM-Wireless will contact the Contractor by e-mail or online to place an order for parts. The request shall include the part number, part description, delivery requirements, and a unique delivery order number.
- 3.8 The Contractor shall confirm the quantity to be shipped to the ordering CTM-Wireless representative by e-mail or online within four (4) hours after the order is placed.
- 3.9 The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each partial delivery, an invoice showing the description of each item, quantity, and unit price.
- 3.10 The Contractor shall deliver Stock Parts to the ordering CTM-Wireless as follows:
 - Parts ordered before 12:00 PM shall be shipped the same day.
 - Parts ordered after 12:00 PM shall be shipped the next working day.
- 3.11 The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 3.12 The Contractor shall deliver Non-Stock Parts to the ordering CTM-Wireless within three (3) working days after the order is placed. All special orders shall be honored under the Contract pricing, without any additional markups.
- 3.13 The Contractor shall deliver back-ordered parts to the CTM-Wireless within five (5) working days after the order is placed. The Contractor shall advise the ordering CTM-Wireless representative by telephone of when the part(s) shall be available. Notification shall be within four (4) hours after the order is placed. If the Contractor cannot provide the Back-ordered part within five (5) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price.
- 3.14 The Contractor shall deliver "Code Red" orders by 5 PM the next business day after the order is sent. A delivery fee may be assessed for any "Code Red" orders. "Code Red" must be noted on the invoice when authorized by the City.
- 3.15 The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by CTM-Wireless. The report shall be in an electronic format that may be sorted, or another City preapproved format. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased.
- 3.16 The Contractor shall provide, as a courtesy, an electronic parts manual and any manufacturer's diagnostic software to be used on standalone laptop computers located in CTM-Wireless. If online

diagnostic materials are available by subscription, the Contractor shall provide the subscription to the CTM-Wireless as a courtesy.

4. CONTRACTOR'S TRAINING RESPONSIBILITIES

- 4.1 The Contractor shall provide a qualified factory-authorized service representative to provide technical training for the CTM-Wireless installers and technicians.
- 4.2 The training shall consist of a combination of classroom discussion and/or audio-visual aids and/or other training modules.
- 4.3 The training shall also include safety instructions, operation, and maintenance requirements, any special adjustments and minor repair procedures. The CTM-Wireless installers, technicians, supervisors, and parts room personnel shall also receive procedures for ordering parts, along with repair manual and parts book orientation.
- 4.4 The training shall be up to 8-hours a day, or longer, if the Contractor deems necessary.
- 4.5 The date of the training shall be coordinated between the Contractor and CTM-Wireless Manager or designee.
- 4.6 Equipment training shall be held at the CTM-Wireless facility at 1006 Smith Road and the classroom training shall be held at a designated location arranged by the CTM-Wireless Manager or designee.
- 4.7 The Contractor shall provide a written training certificate for installers and technicians upon completion of the training.

5 PROJECT REQUIREMENTS

Number	Category	Requirement Description
1	Business Continuity	All required service and training manuals shall be provided at no charge
2	Business Continuity	The solution shall be a turn-key installation for all the City of Austin vehicles according to the City of Austin specifications (timer, cabling, fuses, mounting, isolators, low voltage alarms etc).
3	Installation	The Vendor shall supply the City of Austin with no less than 600 units for the Austin Police Department, 25 units for the Austin Fire Department and 25 units for the Emergency Medical Services.
4	Installation	The Vendor shall have a secure location within the City of Austin city limits large enough to accommodate installation of solutions.
5	Installation	The Vendor shall provide 20 units per week
6	Installation	Should demand exceed scheduling capability for installation by the City, the Vendor shall provide a quote for a flat rate installation price for Sedans, SUV's and Pick Up Trucks.
7	Maintenance	Technical Support and problem resolution shall be provided within four (4) hours to the City of Austin from 08:00 a.m. - 05:00 p.m. CST, Monday through Friday.

Number	Category	Requirement Description
8	Maintenance	City of Austin shall claim responsibility of the proposed solutions operational Maintenance and Support.
9	Maintenance	Trained select City of Austin personnel are to perform all testing and repairs to the solution once the solution is in a fully operational state.
10	Maintenance	The Vendor shall guarantee parts availability for up to seven (7) years past the last date of production of the proposed solution model
11	Maintenance	The Vendors proposal shall contain environmentally friendly (green) options for recycling/disposing of the proposed solution.
12	Other Hardware	The solution shall not weigh more than 125 pounds.
13	Other Hardware	The solution shall be able to be removed and re-installed in other vehicles. (i.e. can be transferred from one car to another, wires and all)
14	Other Hardware	The solution shall be isolated from the primary vehicle battery.
15	Other Hardware	The solution shall have a self-jump ability for the vehicle.
16	Other Hardware	The solution shall have a minimum three-year standard warranty. The three-year warranty shall include free battery replacement.
17	Other Hardware	The solution shall be compatible to work with the current City of Austin (COA) Fleet vehicles wiring harness and existing hardware.
18	Other Hardware	The solution shall be compatible with the current COA vehicle electrical system.
19	Other Hardware	The proposed system shall include all Ancillary Equipment (components, units, cables, connectors, etc) required to render the solution operable.
20	Other Hardware	The solution shall be weatherproof or contained in a weatherproof housing.
21	Other Hardware	The solution shall be protected against any and all damage from unrestrained objects housed in the trunk.
22	Other Hardware	The solution must have an adjustable timer mechanism built-in that is able to be changed by authorized COA Support Staff.
23	Performance	The solution shall be scalable up to 3500 watt-hours (or equivalent amp hours) or higher of power.
24	Performance	The solution shall allow for a continuous draw for 4 hours ('on-time' to upload video) without the engine running.
25	Performance	The solution shall have a low voltage alarm at 11.8 Volts

Number	Category	Requirement Description
26	Performance	The solution shall be able to perform in temperatures from 20 degrees Fahrenheit to 175 degrees Fahrenheit.
27	Performance	The solution shall have the ability to recover its charge by charging itself off the vehicle alternator.
28	Performance	The solution shall provide a cycle durability of at least 5,000 to 7,500 discharge cycles.
29	Performance	The solution shall be robust enough to run of all the following emergency equipment at the same time for a total of 556 Watts (or equivalent amp hours) for 4 hours.
		Two-way radio 40W / 160W @ 4hrs
		Laptop and dock 34W / 136W @ 4hrs
		Mobile video system 40W / 160W @ 4 hrs
		Emergency lights (20% duty cycle) 150W / 120W @ 4 hrs (20% duty cycle)
		Siren (10% duty cycle) 130W / 52 @ 4 hrs (10% duty cycle)
		Misc Equipment (chargers, radars, etc...) 25 W / 100W @ 4 hrs
		TOTAL 556W (or equivalent amp hours) @ 4 hrs
30	Training	The vendor shall provide training to authorized City of Austin Staff on the installation of the solution.
31	Training	A detailed training program for select personnel involved in the operation of the solution, shall be included.
32	Training	All required training shall be scheduled at the City's convenience.
33	Training	The vendor shall provide training manuals and any other training aids required to successfully train selected personnel
35	Warranty	A three-year full service no-fault parts warranty shall be included in the vendor price quote. This warranty shall include all vendor provided Components, Hardware, Engineering, Technical Resources and Labor.
36	Warranty	The three-year full service no-fault parts warranty shall include a parts replacement "turn-around" time of no more than two business days (48 hours).
37	Warranty	The solution shall propose, in detail, the warranty for covered and non-covered items that are damaged beyond normal wear and tear.

Number	Category	Requirement Description
38	Performance	No measurable Gas emissions shall occur during charge/dis-charge of the power cells.

6 STEALTH POWER CURRENT PRICING SHEET

Product	Description	Unit Price	3rd Yr Warranty (Optional)
Stealth Power Law Enforcement Series			
IP1X	Stealth Power enhanced 12 VDC Law Enforcement Power System with Idle Reduction Capability.	\$4,295	
	Provides 1500 watt hours of usable power for vehicle auxiliary loads. Jump Start Capability.		
	Includes all hardware and proprietary software. No installation labor included.		
	Optional Additional 3rd Year Warranty		\$495
IP2X	Stealth Power enhanced 12 VDC Law Enforcement Power System with Idle Reduction Capability.	\$5,500	
	Provides 2500 watt hours of usable power for vehicle auxiliary loads. Jump Start Capability.		
	Includes all hardware and proprietary software.		
	Includes 3 year warranty. Includes labor to retrofit into existing enclosures. No installation labor included.		
Stealth Power Service/Utility Series			
SP4X	Stealth Power enhanced 12 VDC/120 VAC Service Utility Power System with Idle Reduction Capability.	\$11,995	
	Provides 3500 watt hours of usable power for vehicle auxiliary loads and electric power equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation labor included.		
	Optional Additional 3rd Year Warranty		\$995
SP6X	Stealth Power enhanced 12 VDC/120 VAC Service Utility Power System with Idle Reduction Capability.	\$13,995	
	Provides 5000 watt hours of usable power for vehicle auxiliary loads and electric power equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$1,195
SP8X	Stealth Power enhanced 12 VDC/120 VAC Service Utility Power System with Idle Reduction Capability.	\$15,995	
	Provides 7000 watt hours of usable power for vehicle auxiliary loads and electric power equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		

Product	Description	Unit Price	3rd Yr Warranty (Optional)
	Optional Additional 3rd Year Warranty		\$1,395
Stealth Power EMS, Fire & Rescue Series			
SPEMS4X	Stealth Power enhanced 12 VDC/120 VAC EMS, Fire & Rescue Power System with Idle Reduction Capability.	\$11,995	
	Provides 3500 watt hours of usable power for vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$995
SPEMS6X	Stealth Power enhanced 12 VDC/120 VAC EMS, Fire & Rescue Power System with Idle Reduction Capability.	\$13,995	
	Provides 5000 watt hours of usable power for vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$1,195
SPEMS8X	Stealth Power enhanced 12 VDC/120 VAC EMS, Fire & Rescue Power System with Idle Reduction Capability.	\$15,995	
	Provides 7000 watt hours of usable power for vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$1,395
Stealth Power Hydraulic Power Series			
SPHD6X	Stealth Power enhanced 12-48 VDC/120-240 VAC Hydraulic Power System with Idle Reduction Capability.	\$14,995	
	Provides 5000 watt hours of usable power for hydraulics, vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included		
	Optional Additional 3rd Year Warranty		\$1,295
SPHD8X	Stealth Power enhanced 12-48 VDC/120-240 VAC Hydraulic Power System with Idle Reduction Capability.	\$16,995	
	Provides 7000 watt hours of usable power for hydraulics, vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		

Product	Description	Unit Price	3rd Yr Warranty (Optional)
	Optional Additional 3rd Year Warranty		\$1,495
Stealth Power Bus Power Series			
SPBUS4X	Stealth Power enhanced 12 VDC/120 VAC Mobile Power Bus System with Idle Reduction Capability.	\$11,995	
	Provides 3500 watt hours of usable power for vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$995
SPBUS6X	Stealth Power enhanced 12 VDC/120 VAC Mobile Power Bus System with Idle Reduction Capability.	\$13,995	
	Provides 5000 watt hours of usable power for vehicle auxiliary loads, auxiliary HVAC and electric equipment.		
	Jump Start Capability. Includes all hardware and proprietary software. No installation included.		
	Optional Additional 3rd Year Warranty		\$1,195
Stealth Power Hybrid Standalone Power and UPS Systems			
	Stealth Power's Hybrid Systems offer combined power storage, management and generation.		
	Stealth Power's smart mobile power systems provide UPS backup power as well as extended duration of power without refueling/resupply requirements.		
SP-HIES3X	12-48 VDC/120-240 VAC mobile hybrid power system with 3500 watt hours of usable power for standalone power requirements either back up or mobile	\$19,995	
	To be used in conjunction with grid/generator/solar power.		
	Includes all hardware and proprietary software including blink-less auto start stop capability.		
SP-HIES6X	12-48 VDC/120-240 VAC mobile hybrid power system with 3500 watt hours of usable power for standalone	\$38,900	
	power requirements either back up or mobile. To be used in conjunction with grid/generator/solar power.		
	Includes all hardware and proprietary software including blinkless auto start stop capability.		
SP-HIES12X	12-48 VDC/120-240 VAC mobile hybrid power system with 3500 watt hours of usable power for standalone power requirements either back up or mobile.	\$71,600	
	To be used in conjunction with grid/generator/solar power.		
	Includes all hardware and proprietary software including blinkless auto start stop capability.		
SP-HIES16X	12-48 VDC/120-240 VAC mobile hybrid power system with 3500 watt hours of usable power for standalone power requirements either back up or mobile.	\$89,900	

Product	Description	Unit Price	3rd Yr Warranty (Optional)
	To be used in conjunction with grid/generator/solar power.		
	Includes all hardware and proprietary software including blinkless auto start stop capability.		
Flat Rate Repairs			
IP1X Flat Rate Repair	Flat rate repair of IP1X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$2,195	
IP2X Flat Rate Repair	Flat rate repair of IP2X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$3,995	
SP4X Flat Rate Repair	Flat rate repair of SP4X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$5,950	
SP6X Flat Rate Repair	Flat rate repair of SP6X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$7,580	
SP8X Flat Rate Repair	Flat rate repair of SP8X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$8,995	
SPEMS4X Flat Rate Repair	Flat rate repair of SPEMS4X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$5,950	
SPEMS6X Flat Rate Repair	Flat rate repair of SPEMS6X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$7,580	
SPEMS8X Flat Rate Repair	Flat rate repair of SPEMS8X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$8,995	
SPHD6X Flat Rate Repair	Flat rate repair of SPHD6X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$8,590	
SPHD8X Flat Rate Repair	Flat rate repair of SPHD8X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$9,995	
SPBUS4X Flat Rate Repair	Flat rate repair of SPBUS4X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$5,950	
SPBUS6X Flat Rate Repair	Flat rate repair of SPBUS6X. Includes replacement of all defective parts and power cells required to restore the unit to original operating condition.	\$7,580	
SP Emergency Microgrid Truck 100 kWh	Emergency Microgrid Truck - On board 100,000 watt hours of useable power for emergency mobile backup grid power with 12000 watt generation (OB-ESG)	\$298,500	
Installations			
IP1X Vehicle Installation	Flat rate labor cost for IP1X installation in a vehicle.	\$695	
IP2X Vehicle Installation	Flat rate labor cost for IP2X installation in a vehicle.	\$695	
SP4X Vehicle Installation	Flat rate labor cost for SP4X installation in a vehicle.	\$1,495	
SP6X Vehicle Installation	Flat rate labor cost for SP6X installation in a vehicle.	\$1,495	
SP8X Vehicle Installation	Flat rate labor cost for SP8X installation in a vehicle.	\$1,495	

Product	Description	Unit Price	3rd Yr Warranty (Optional)
SPEMS4X Vehicle Installation	Flat rate labor cost for SPEMS4X installation in a vehicle.	\$1,495	
SPEMS6X Vehicle Installation	Flat rate labor cost for SPEMS6X installation in a vehicle.	\$1,495	
SPEMS8X Vehicle Installation	Flat rate labor cost for SPEMS8X installation in a vehicle.	\$1,495	
SPHD6X Vehicle Installation	Flat rate labor cost for SPHD6X installation in a vehicle.	\$1,995	
SPHD8X Vehicle Installation	Flat rate labor cost for SPHD8X installation in a vehicle.	\$1,995	
SPBUS4X Vehicle Installation	Flat rate labor cost for SPBUS4X installation in a vehicle.	\$1,695	
SPBUS6X Vehicle installation	Flat rate labor cost for SPBUS6X installation in a vehicle.	\$1,695	
Delivery/Pickup	Cost of Delivery/Pickup	\$100	
Red Delivery/Pickup (Same Day)	Cost of Delivery/Pickup - Same Day	\$250	
Options			
Dynamic Data Plan (per vehicle)	Full access to Stealth Power dashboard, accessible from any computer or smart phone with the following	\$795/YR	
	information visible: OEM and Stealth battery voltages, engine hours saved, CO2 emission reduction in pounds,		
	NOx gas emission reduction in pounds, heat map showing Stealth Power usage per day, and shift detail		
	breaking down individual 24 hours shifts further. Text alerts available.		
SPHVAC	Auxiliary Air Conditioning through OEM Vents	\$3,450	
	Includes all hardware and proprietary software. No installation labor included.		
SPHVAC Vehicle Installation Sedan/SUV	Flat rate labor cost for SPHVAC Vehicle Installation Sedan/SUV	\$995	
SPHVAC Vehicle Installation Truck	Flat rate labor cost for SPHVAC Vehicle Installation Truck	\$1,295	
SPHVAC EMS/Fire Vehicle	Flat rate labor cost for SPHVAC Vehicle Installation EMS/Fire Vehicle	\$1,695	
Personnel Hourly Rates			
	Senior Engineer	\$161.00 / Hour	
	Technician I	\$67.00 / Hour	
	Technician II	\$73.00 / Hour	
	Senior Technician	\$83.00 / Hour	

PRICE AGREEMENT



Smart . Power . Now

Intelligent Energy Systems

**Vehicle and
Hybrid
Solutions**

1. Commercial Offer with Pricing—Systems, Installation and Shipping:

Year	Quantity	Description	Unit Price	Maintenance and Repair	Totals
2018	375	Stealth Power IP2X with Installation, and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$2,312,500.00
2019	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2020	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2021	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
2022	50	Stealth Power IP2X with Installation and Extended 3 rd Year Warranty	\$5,500.00	\$250,000.00	\$525,000.00
			Amount (\$)		\$4,412,500.00
			Tax (\$)		Exempt
			Total Quote Price (\$)		\$4,412,500.00

- 2. Project Timeline:** Stealth Power estimates the Intelligent Energy System(s) to be complete and provided as needed as per schedule requested by the City of Austin.
- 3. Payment Schedule:** Invoices are issued in accordance with the agreed upon terms of the Purchase Order.



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 11/14/2017

DEPT: CTM-Wireless

TO: Purchasing Officer or Designee

FROM: Mark Boyds

BUYER: Sai Xoomsai

PHONE: (512) 972-3219

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters



- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Sole Source (see attached letter) – Stealth Power is the manufacturer, sole provider of the product, and sole certified and authorized repair center for Stealth Power supplemental vehicle power supply systems. Additionally, only Stealth Power can provide the current-version software releases with repairs, consistent with factory releases. Software releases are for operating systems inside the power system, which are manufacturer-specific, and are updated regularly as versions are being updated during the power-systems' manufacturing process. Repairs match the current releases.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Stealth Power continues to maintain its status as a "Sole Source Service Provider" and does not outsource technical services; any attempts to repair and/or service Stealth Power products will void the warranty. Additionally, Stealth Power does not sell parts, components, or subassemblies. Stealth Power performs all testing, evaluation, and repair services on site in the manufacturing / assembly facility located in Austin, Texas.

The City has researched and not found another vendor that will meet these critical requirements.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Stealth Power, LLC.
which will cost approximately \$4,412,500.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Robert Turner

Digitally signed by Robert Turner
DN: cn=Robert Turner, o=City of Austin, ou=CTM-Wireless
Services, email=robert.turner@austintexas.gov, c=US
Date: 2018.01.08 11:44:43 -05'00'

Originator

Date

Approved
Certification

Stephen G. Elkins

01/17/2018

Department Director or designee

Date

[Signature]

1/25/18

Assistant City Manager / General Manager
or designee (if applicable)

Date

Purchasing Review
(if applicable)

[Signature]

Buyer

1/30/18

Date

JTH
Manager Initials

Exemption Authorized
(if applicable)

[Signature]

Purchasing Officer or designee

1/30/18

Date

02/26/2013



December 11, 2017

Ms. Manju Dasari
Project Manager – CTM
City of Austin
1124 S IH-35 Frontage Road
Austin, TX 78704

Re: Stealth Power – IP2X Sole Source Supplier

Ms. Dasari,

This letter is to confirm that the IP2X is a sole source product, manufactured, sold and distributed exclusively by Stealth Power. This product must be purchased directly by institutions from Stealth Power at the address listed below.

There is no other like product available for purchase that would serve the same purpose or function for this specific circumstance. This product is unique in its capabilities, exclusive right to its primary components, proprietary software and hardware.

More specifically, the Stealth Power IP2X offers the following unique capabilities and features not available from other vendors and is the only system capable of meeting the following requirements and capabilities:

1. Existing Wiring and Hardware. The IP2X is compatible with and utilizes the current City of Austin Fleet Vehicle's existing cabling, wiring harnesses and existing hardware and repurposes the existing system enclosure. This unique capability allows the IP2X system to be utilized interchangeable from vehicle to vehicle with no rewiring requirement.
2. Master Control Unit. The IP2X utilizes Stealth Power's proprietary master control unit (MCU) for advanced and integrated vehicle electrical system control and management. This exclusive product offers the user multiple vehicle electrical system control options and automatically controls the charging and discharging of the IP2X batteries. Additionally, the MCU is configurable to send wireless updates of on-board vehicle data and optional sensor data.
3. Jump-Start Capability. The IP2X utilizes Stealth Power's unique "Jump-Start" capability that preserves a percentage of the available IP2X power for immediate use. This unique capability allows the vehicle to be started in emergency situations when the vehicle's factory battery is dead.
4. Lithium Iron Magnesium Phosphate Battery. The IP2X utilizes proprietary lithium iron magnesium phosphate (LFP) battery chemistry and technology. These batteries do not



experience thermal runaway and do not exhibit a "memory" effect – it is not necessary to fully discharge the batteries completely before recharging. This LFP chemistry battery is capable of 5,000 cycles or more. These batteries do not emit any gasses during charging and/or discharging and are extreme temperature tolerant from -20 to 70 degrees Celsius.

5. Battery Management System. The IP2X utilizes a proprietary battery management system (BMS) featuring unique and advanced monitoring and protection for the battery modules. Additionally, the BMS controls the charging operation of the batteries, internal balancing of the battery cells and external balancing between individual batteries. The BMS protects the IP2X by isolating the system in the event of over current and over/under voltage situations.

If you desire additional information, please do not hesitate to contact me at 512-306-0088 or visit our website at www.idlereduction.com. Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink, appearing to be "Devin Scott", written over a horizontal line.

Devin Scott
CEO

Additional Backup Information:

The contract will provide Communication Technology Management's Wireless Communication Services Division with supplemental vehicle power supply systems, installations, repairs, and related original equipment manufacturer parts. The supplemental vehicle power system provides power to equipment installed in public safety vehicles for Austin Police Department and Austin-Travis County Emergency Medical Services.

The supplemental vehicle power supply systems will be used to:

- Provide a secondary power source to operate public safety vehicle equipment (digital video cameras, mobile data computers, lights, sirens, etc.) without running the vehicle's engine.
- Support the City's "Green Initiatives" by reducing fuel utilization and carbon emissions.
- Increase the expected life-span of the primary vehicle battery, thereby reducing the number of primary battery replacements currently required.

The current contract with Stealth Power, LLC expires September 11, 2018 and has \$3,238,939 in expenditures out of \$3,800,000 in authorization. The City initially purchased the system in 2011. Stealth Power, LLC is the system manufacturer and the sole provider for the product and all related services. The contract will include specialized, trained technicians fully qualified to install and repair the systems.

Delay in approving or failure to approve this contract will critically impact the ability to provide required supplemental power to first responder equipment, impacting public safety and first responders' daily operations.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sai Purcell/4-3098	PM Name/Phone	Manju Dasari/(512) 974-2288
Sponsor/User Dept.	Wireless	Sponsor Name/Phone	Name/Phone
Solicitation No	27141 - Sole Source	Project Name	Supplemental Vehicle Power Supply
Contract Amount	\$4,412,500/5 years	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input checked="" type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The contract will provide supplemental vehicle Power supply for public safety vehicles			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
A competitive solicitation was conducted in 2011. No goals established.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
2076725 74%, 0601255 5%, 92838 20%, 96224 1%. - Stealth Power is the manufacturer, sole provider of the product, sole certified and authorized repair center for the Stealth Power supplemental vehicle power supply systems. Additionally, only Stealth Power can provide the current version software releases with the repair consistent with factory releases. Software releases are for operating systems inside the power system, which are manufacturer specific, and are updated regularly as versions are being updated during the manufacturing process and repairs match the current releases.			
Sai Xoomsai Purcell		1/8/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY		
Date Received	1/8/2018	Date Assigned to BDC
1/9/2018		
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:		
<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic

GOAL DETERMINATION REQUEST FORM

	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input checked="" type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Tracy Burkhalter

SMBR Staff

Signature/ Date

Tracy Burkhalter

1-9-18

SMBR Director or Designee

Date

1/10/18

Returned to/ Date: